

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2010 (the "Effective Date") by and between the Town of Frederick, Colorado, a Colorado municipal corporation (the "Town") and Winston Associates, Inc., a Colorado corporation with principal offices at 4696 Broadway, Boulder, CO 80304, ("Contractor").

WHEREAS, The Town desires to engage the services of Contractor to provide the service more fully described on Exhibit A; and

WHEREAS, the Contractor wishes to become associated with the Town as an independent contractor; and

WHEREAS, the parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. Town is a municipal corporation located in Frederick, Colorado.

1.02 Contractor. Contractor is a private, independent business who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means, and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with any and all applicable federal, state, and municipal laws, regulations, and orders.

1.03 Intent of the Parties. By this Agreement, Town and Contractor intend for Contractor to be an independent contractor in relationship to the Town and not the Town's employee. Consequently, Contractor will not be considered an employee or agent of the Town at any time under any circumstances, for any purpose.

SECTION 2: TERM, DUTIES, COMPENSATION

2.01 Term. This Agreement shall commence on the Effective Date, and shall remain in existence for a period of one (1) year unless sooner terminated as herein provided, and if

necessary shall be submitted to the Town sixty (60) days prior to the expiration of the Agreement to consider renewal.

2.02 Duties and Compensation. The Contractor's duties, compensation and provisions for payment thereof shall be as set forth in Exhibit A, and any contemplated change in said terms shall be submitted to the Town in writing for review and approval prior to any such change.

2.03 Background Check. The Town may, at its' sole discretion, conduct a background check of Contractor, its owners and employees. Contractor agrees to execute any forms necessary to facilitate the background check.

SECTION 3: OPERATIONS

3.01 Expenses: The Contractor shall not incur any expense or debt on behalf of the Town without written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Town and Contractor each agree to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall maintain and keep in force during the term hereof one or more policies of liability insurance written by one or more responsible insurance carrier(s), which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$2,000,000 combined aggregate
- b) Automobile Liability - \$1,000,000
- c) Workers Compensation

Each liability insurance policy shall name the Town as an additional insured. Contractor shall furnish an original counterpart of such insurance policy to the Town upon the Town's written request. Contractor shall also furnish to the Town appropriate certificates for such insurance which shall include a commitment by each insurance company to notify the Town in writing of any material change, expiration or cancellation of the insurance policy required hereunder not less than thirty (30) days prior to such change, expiration or cancellation becoming effective. In addition to the above, Contractor shall obtain and keep in force during the term hereof such insurance required by any law or regulation, or prudent business practices.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities as authorized by this Agreement. Contractor agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys'

fees), arising from or growing out of loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person arising from Contractor's activities as authorized by this Agreement. Contractor shall promptly pay to the Town, its successors or assigns, the full amount of any such costs, loss or damage which the Town, its successors or assigns may sustain or incur, or for which the Town, its successors or assigns, may become liable.

SECTION 5: TERMINATION

5.01 Termination. Either party upon fifteen (15) days prior written notice may terminate this Agreement with or without cause.

a) Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, or any causes beyond the control of such party.

b) Upon termination by either party, Contractor shall immediately cease any and all activities related to this Agreement, and shall return any keys, materials, tools, or other items provided by the Town to the contractor in conjunction with this Agreement.

SECTION 6: MISCELLANEOUS

6.01 Savings Clause. If any part, term, or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between Contractor and Town is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

6.02 Conflicts of Interest; Non-hire Provision. Contractor is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Town. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Town's employment, any employee, consultant, or contractor of the Town or hire any such employee, consultant, or contractor who has left the

Town's employment or contractual engagement within one year of such employment or engagement.

6.03 Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Town irreparable injury and damage. The Contractor expressly agrees that the Town shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Town may have for damages or otherwise. The various rights and remedies of the Town under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law. Contractor waives any and all right to injunctive relief in the event of any dispute with the Town, and the Contractor's sole remedy in such a dispute shall be at law.

6.04 Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Town for any purpose. The Contractor is and will remain an independent contractor in their relationship to the Town. The Town shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Town hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IMPORTANT NOTICE: Independent contractor is not entitled to unemployment insurance benefits unless Independent Contractor or some other entity provides unemployment compensation coverage. Independent Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to the this contract.

6.05 Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor certifies that (i) Contractor does not knowingly employ or contract with any illegal aliens; (ii) Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United State; and (iii) Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision, the Town may terminate this contract for cause and the Contractor shall be liable for actual and consequential damages to the State. A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law; and (ii) shall

produce proper identification prior to the effective date of this Contract.

6.06 Ability to Bind the Other Party. Neither Town nor Contractor is the agent of the other, and neither shall have the right to bind the other by contract or otherwise, except as specifically provided in this Agreement.

6.07 Applicable Law. This Agreement shall be construed according to the laws of the State of Colorado.

6.08 Time. Time is of the essence of this Agreement and of each covenant thereof. In the computation of any period of time, which shall be required or permitted hereunder, for notice, or under any law for any notice or other communication or for the performance of any term, condition, covenant, or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case, the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

6.09 Recitals and Exhibits. The Recitals hereto and any Exhibits which may be attached to this Agreement are hereby incorporated herein and made a part of this Agreement by this reference; however, in the event of a conflict between provisions in this Agreement and any exhibits, the provisions in this Agreement shall control.

6.10 Attorney's Fees. If either party employs an attorney to enforce this Agreement, the party in default shall pay the prevailing party the reasonable expenses of the prevailing party, including but not limited to attorney's fees reasonably incurred whether occasioned by litigation or not.

6.11 Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of its duties and obligations hereunder without obtaining the Town's prior written consent.

6.12 Waiver of Conditions. Contractor may not waive all or any part of its duties, obligations or conditions hereunder without obtaining the express written consent of the Town.

6.13 Merger of Understanding. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations and agreements, whether written or oral, except as where noted. This Agreement may be modified only by a written document signed by both parties and approved by the Town Council at a public meeting. This Agreement is confidential and proprietary between the parties and shall not be disclosed to any third party without an agreement between the parties to that effect in writing.

6.14 Third Party Rights. The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto and their respective successors and assigns.

6.15 Waiver. No consent or waiver, express or implied, by a party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such party or any other party of the same or any other of its obligations. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any such party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

6.16 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

6.17 Acknowledgment of Review. Contractor hereby expressly acknowledges that he/she has reviewed and understands each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

TOWN

CONTRACTOR

Town of Frederick, Colorado

Winston Associates, Inc.

By _____
Eric E. Doering, Mayor (Date)



ATTEST:

Nanette Fornof, Town Clerk

By Paul Kuhn 3-16-2010
(name) (Date)

EXHIBIT A

DUTIES AND COMPENSATION

DUTIES:

Winston Associate will perform the detailed scope of work below. Winston Associates will report directly to Jennifer Simmons, Planning Director and to any other party designated by Jennifer Simmons in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Town and agreed to by the Contractor.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, the Town shall pay the Contractor at the hourly rate of (see Rate Sheet after the Detailed Scope of work below for hourly rates), with total payment not to exceed \$98,922 (see Project Budget Estimate after the Detailed Scope of work below) without prior written approval by an authorized representative of the Town. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation.

DETAILED SCOPE OF WORK:

We approach this project with the goal of assisting the Town of Frederick in developing a carefully formulated, publicly supported, action-oriented POST plan consistent with the Town of Frederick's 2006 Comprehensive Plan, as well as other community plans, guides and studies. While we feel this can be accomplished within the Town's resources. We expect to work with Staff to refine this scope of services to precisely fit the Town of Frederick's needs prior to executing the contract and beginning work.

We propose the following process and tasks to complete the Town of Frederick's POST Plan.

Task 0: Ongoing Tasks

- 0.1 *Miscellaneous Project Progress Reports.* In weeks without pre-planned meetings, Winston Associates foresees the occasional need to meet with town staff with at the very least a meeting every month. Progress reports to elected officials will occur at least every two months.
- 0.2 *Outreach* including Website Material Production and Press Releases.
 - Preparing data and information for the Town's Project website as needed. This includes reviewing comments received from an online comment form.
 - At a few times, when outreach to the public is needed and those times fall outside of normal newsletter release schedule Winston Associates will prepare press releases and contributing articles to Farmer and Miner and the Longmont Times Call to update the public.
- 0.3 *Town Staff Review and Work sessions.* Regular meetings with staff and their frequency can be determined at the Kick-off meeting. Initially, we recommend monthly staff meetings.

PHASE I: ANALYSIS OF EXISTING AND FUTURE CONDITIONS IN THE COMMUNITY --- *WHERE WE ARE NOW*

Task 1.0 Project Start-Up, Data Collection, and Stakeholder Interviews

- 1.1 *Collect and Review Existing Data.* Review existing Comprehensive Plan, relevant sections of the Town Code (i.e. land use regulations pertaining to parks and construction/design standards pertaining to facility development), town budget to identify taxes generated by the open space sales tax, and other relevant documents (e.g. the 2009 Downtown Development Plan, the 2006 Comprehensive Plan) that provide insights and data to inform the consulting team and facilitate the delivery of the project outcomes.
- 1.2. *Compile Existing GIS Data.* Inventory and map all existing parks, open space, and trails assets, amenities, environmental constraints and opportunities i.e. riparian and other wildlife corridors. Utilize existing mapping data from Town, County and publicly available GIS files i.e. census data, neighboring community data, department of wildlife data, etc.
- 1.3. *Create Preliminary GIS database and Land Use Model.* Identify and map all planned parks, open space, and trails assets and amenities, as documented in current annexation agreements, development agreements, preliminary plats and other planning documents, buildout via comprehensive plan future land use to identify where future population will locate; indentifying future service population.
- 1.4. *Staff Kick-Off Meeting:* At the kick-off meeting with Town Staff, we will:
 - Make any final adjustments to the schedule;
 - Set a preliminary meeting schedule;
 - Clarify roles and responsibilities of the POSC;
 - Refine the POST Plan process and products;
 - Review status and current policies regarding parks and recreation,
 - Review status and current policies regarding open space and trails,
 - Review goals for focus groups and possible questions, and
 - Fine tune the Scope of Work (if necessary).
- 1.5. *Scoping Forums.* Sequential meetings in Frederick with representatives from various stakeholders and other interested groups who will partner with the Town to implement the Master Plan. Town Staff will contact and invite the stakeholder representatives to the interviews.

Stakeholders include – but are not limited to:

- Relevant town departments, (e.g. Building, Engineering, Finance, Public Works)
- Relevant town boards and commissions, (e.g. Cultural Arts Commission, Frederick Arts Commission, Planning Commission, Historic Preservation Advisory Commission and the Youth Advisory Commission.)

- Recreation organizations (e.g. soccer, softball, basketball associations, trail users, Carbon Valley Recreation District, etc.)
- Individual facility users (fitness, seniors, etc.)
- Recreation advocacy groups (e.g. 52-84 Trails Group, Colorado Front Range Trails Advisory Group, Weld County Trails advisory Group, other open space groups, etc.)
- St Vrain Re-1 School District
- Developers and homebuilders
- Business community (e.g. Carbon Valley Chamber of Commerce)
- Environmental groups
- Neighboring Communities and Other Government agencies (e.g. Weld County, Dacono, Firestone, St. Vrain State Park, Colorado Department of Wildlife)
- Other interested groups.

Three forums would be held sequentially during the day (or afternoon/evening): (1) Open Space, (2) Trails, (3) Parks. Interest parties can drop in multiple times or could overlap multiple sessions. For example, some representatives might want to participate in both open space and trails forums. A Strength Weakness Opportunity and Threats (SWOT) analysis will be preformed followed by a guided discussion. Discussion topics for the forums might include:

- Report card on the current state of park, open space, and trails – what's been accomplished, what's working, what's not working, which policies and goals are still valid?
- Issues that need to be addressed?
- What new opportunities are there? (Potential for shared management, policing of trails or open space, volunteer efforts, etc.)

We intend to continue communication with the focus group attendees throughout the process through emails, the Town Newsletter, and the website. Focus group attendees who volunteer will be contacted for future public meetings and asked to call 3 other people to attend those meetings.

- 1.6 *Joint meeting with the Parks and Open Space Commission and the Board of Trustees.* This meeting is to introduce the project team, help the team understand POSC's and the Board of Trustee's goals, objectives, concerns and issues for the POST planning process and final plan. This meeting will consist of a SWOT analysis and guided discussion similar to the Scoping Forum Task above.
- 1.7 *Project Kick-Off Summary Memo.* Summarize information collected in Task 1. Memo is likely to include an updated project schedule (if necessary), a revised scope of work (if developed), a project base map, a summary of forums and meetings, initial webpage material, a SWOT summary, a summary of initial goals and objectives and an analysis of the open space tax.

Products: Project Kick-off Summary Memo

Task 2.0 Parks, Open Space, and Trails Inventory / Population Analysis

- 2.1. *Inventory Existing Parks, Open Space, and Trails Facilities:* Visit and evaluate the Town's existing parks, trails, and open space facilities. Criteria for evaluation might include:

- Parks:
 - Physical condition,
 - Safety and ADA compliance,
 - Aesthetics / appeal (perceived level of quality, comfort, etc.), and
 - Review and summarize the resources and physical components/capabilities of each site.
- Trails: Condition, location, and extent of existing trails
- Open Space: Historically or agriculturally significant properties.

Alta will perform the field work for task 2.1 during the kick-off meetings

- 2.2 *Update GIS Database* to include issues/concerns identified in the initial scoping, steering committee and POSC meetings.
- 2.3 *Create and Summarize Atlas:* Summarize inventory in specific categories, create a PDF atlas and provide a written summary of findings. The PDF atlas will serve as a quick reference guide for important geographic components throughout the project, i.e. drainage ways, planned development, historically significant properties, etc.) This atlas will be refined and added as an addendum to the POST plan.
- 2.4 *Review existing population data:* Using 2000 census data (and recent Colorado Department of Local Affairs updates) review and analyze the current and projected demographic data for the Town of Frederick. Using this data, the team will establish a demographic profile of the community. This profile will provide a basis for anticipating future parks, recreation, open space and trails needs.
- 2.5 *Analyze population distribution and growth trends:* Use land use assumptions from the Comprehensive Plan and current development proposals to project areas of future growth and anticipated changes in the population.
- 2.6 *Calculate the Current Level-of-Service (LOS) for POST assets.* With staff input, define logical neighborhoods or sub-areas. Map service areas for various park types and facilities. Identify how the existing open space and trail system relates/serves the existing population (i.e. who is served well and who is underserved) and how it will relate/be affected by new development determined by the land use buildout model in Task 1.3. This LOS may include park component analysis.
- Note: while this is the initial LOS calculation, throughout the planning process LOS will be refined and incorporate public input to evaluate how citizens are perceptively underserved.*
- 2.7 *Meeting with Staff* to review inventory, LOS and Population Analysis.

- 2.8 *Write POST inventory Memo* that includes a summary of existing POST assets including quality and quality of components, a demographic analysis and summary, mapping of existing POST service areas and how current POST assets serve existing population.

Products: *POST Inventory Memo*

Note: We have included an Optional Public Survey in our proposal. We suggest the survey will provide greater insight and support for future policies than a process without one. If a survey was incorporated into the process it would likely start at this point in the master plan process here. However, we could hold the survey later in the process to test policies developed during the planning process.

PART II: VISIONING AND STRATEGIES – WHERE DO WE WANT TO BE?

Task 3.0 Public Meeting 1 - Visioning

- 3.1 *Coordinate with Staff* to set agenda and objectives, time, date and place for the meeting. Develop and review outreach materials. Contact those who attended the scoping, steering and POSC meetings and request they each call 3 people and invite them to the meeting.
- 3.2 *Develop agenda and materials*, i.e. keypad polling questions, posters and power point, and submit to staff for review.
- 3.3 *Meet with Town Staff* and POSC to review meeting materials. Alta Planning + Design will review best trail practices and include a national perspective on trails construction, safety, economic and health benefits.
- 3.4 *Revise and prepare final materials* for public meeting.
- 3.5 *Public Meeting #1 (Open House)*. Present the findings of Tasks I and II (i.e. existing conditions, LOS, etc.) and solicit comments, observations and suggestion for parks, open space and trails in Frederick. Best Practices presentation. Key pad polling would be utilized to solicit community recreation priorities and values such as the LOS for various park types, fiscal priorities between parks, open space and trails, etc. This exercise will focus around the question: *Where does Frederick want to be?* This meeting will feature an interactive exercise (map mark up or chip game style exercise) will be used to enable public input on the location of major future park facilities, trails and open space. A special effort will be made to invite a cross section of the community to provide input on this broad range of topics (rather than catering only to special interest groups). Keypad polling is especially effective in avoiding special interests dominating a meeting.
- 3.6 *A memo to Summarize Public Meeting #1*. Public meeting summary to include maps, exhibits and meeting materials as well as input received. Submit to Town Staff and for webpage posting.

Products: *Public Meeting #1 Memo.*

Task 4.0 Initial Recommendations and Level-of-Service (LOS)

- 4.1 *Refine Levels-of-Service.* Update LOS analysis to include public perception information collected from the public meeting.
- 4.2 *Create Land Evaluation Criteria.* This will include prioritized criteria for selecting land and locating facilities.
- 4.3 *Potential sites and preliminary LOS for future parks, open space and trails.* Use levels of service to indicate, accounting for existing facilities to predict future facility locations, neighborhood parks deficits that emerge as the town develops by the future land use patterns identified in the Comprehensive Plan. Create an inventory of historically or agriculturally significant properties. Mapping will designate general locations, including alternatives where parks, recreation, open space and trails are desirable. Maps will also indicate future service areas and population served.
- 4.4 *Create Initial recommendation Memo* on initial recommendations including LOS and POST asset (parks, open space and trail) locations, a draft outline and a Draft Mission Statement.

Draft Mission Statement will include the ideal social, economic and environmental contact within the community ten to twenty years from now. Help determine what type of facility development should occur. Provide staff and POSC with hard copies.

- 4.5 *Review Initial Recommendations and LOS with Town Staff and POSC.*

Products: *Initial Recommendations Memorandum*

PART III IMPLEMENTATION PLAN – HOW DO WE GET THERE?

Task 5.0 Design Standards

- 5.1 *Parks, Open Space and Trails Classification System.* Create definitions and a classification system for all parks, open space and trail assets.
- 5.2 *Develop Future Level-of-Service (LOS) Standards.* Establish standards for parks, open space and trails infrastructure (refer to NRPA, other nationally recognized guidelines and existing knowledge within the Town relating to community needs). This will identify how many and how much of each POST asset (parks, tot lots, ball fields, trails, passive recreation areas, etc.) is needed to meet community needs.
- 5.3 *Develop Preliminary Park Design Standards.* Establish minimum standards for each park type, including parcel size and amenities. Summarize park standards, with illustrations as needed.
- 5.4 *Develop Preliminary Open Space and Trail Standards.* Taking into account stakeholder input review and refine standards for open space and trails. Standards for the Town should address potential of urban shaping and habitat preservation, buffering/view preservation, minimum dimensions, slope, connectivity, location, amenities

and other factors affecting its usefulness for recreational and/or environmental purposes.

- 5.5 *Work Session with Town Staff* to review potential parks, open space and trail locations, as well as planning and design standards and classifications.
- 5.6 *Work Session with Town Board* to review potential parks, open space and trail locations, as well as planning and design standards and classifications.
- 5.7 *Create Memorandum with final POST design standards* and preliminary graphics, include recommendations for update of the Land Use and Development Code park dedication requirements. Submit to Town Staff, POSC and Town Board.

Products: *A POST Design Standards memorandum*

Task 6.0 POST Maintenance Protocols and Construction Standards

- 6.1 *Compile Potential Maintenance Protocols.* Winston Associates will compile a list of accepted maintenance protocols from our existing data base and one comparable community and develop a summary of emerging standards for sustainable (green) maintenance practices. Compile checklist of potential maintenance practices.
- 6.2 *Town Staff Work Session to Review Maintenance Practices.* Review Town maintenance practices, policies, protocols, cost trends, and budget priorities. Jointly identify preferred maintenance protocols.
- 6.3 *Review Construction Standards.* Review construction standards and specifications for parks, open space, and trails infrastructure established in Task V to ensure outcomes match the emerging plan.
- 6.4 *Work Session with Staff* to review recommended Maintenance/Construction Policies.
- 6.5 *Create a Maintenance/Construction Memorandum* with draft performance standards for maintenance by park and open space type.

Products: *Maintenance/Construction Memorandum*

Task 7.0 Goals, Policies, Objectives and Actions (GPO&A)

- 7.1 *Draft Preliminary Goals, Policies, Objectives and Actions.* Work with staff to review findings and recommendations and develop a draft of the Goals, Policies and Objectives.
- 7.2 *Review revised draft GPO&A's with staff.*
- 7.3 *Create a GPO&A's Memorandum Finalize and Submit to Staff and POSC.*

Products: GPO&A Memorandum

Task 8.0 Public Meeting 2 - Preliminary Master Plan Recommendations.

- 8.1 *Coordinate with Staff* to set agenda and objectives, time, date and place for the meeting. Develop and review outreach materials. Contact those who attended the scoping, steering and POSC meetings and request they each call 3 people and invite them to the meeting.
- 8.2 *Develop Public Meeting Materials*, i.e. agenda, keypad polling questions, posters and power point, and submit to staff.
- 8.3 *Meet with Staff/POSC* to review meeting materials, GPO&A, Design Standards, Maintenance Protocols and Construction Standards.
- 8.4 *Revisions* – Revise and refine presentation materials for the public meetings.
- 8.5 *Public Meeting #2*. Public Meeting (Open House) to present the preliminary POST Plan recommendations. We would recommend using Key Pad Polling at this meeting to help prioritize the master plan recommendations.
- 8.6 *A memo to Summarize Public Meeting #2*. Public meeting summary to include maps, exhibits and meeting materials as well as input received. Submit to Town Staff and for webpage posting.

Products: Public Meeting #2 Memo.

PART IV: DRAFT AND FINAL STUDY DELIVERABLES

Task 9.0 Implementation Plan

- 9.1 *Develop Draft Implementation Plan*. Develop detailed Implementation Plan ("Capital Development" in the RFP). The Implementation Plan sets forth specific steps necessary to implement improvements and facilities requested by the community. In addition to a narrative, check lists, and responsibilities, the Implementation Plan will include a bar chart, time line or flow chart, to show the priorities for expansions, renovations and new construction.

The plan will be organized by the following action plans:

Land Use

Development Potential versus Open Space Value

Preservation of Historically or Agriculturally Significant Properties

Intergovernmental/Public-Private Cooperation

Community Image.

The plan will identify steps necessary to implement the plan. For each task the responsible agency and department will be identified as well as any implementation partners, (i.e. independent districts, neighboring jurisdictions.) An approximate time horizon will be incorporated.

- 9.2 *Refine the costs* for parks, trails and open space improvements developed earlier based on the Draft

Implementation Plan.

- 9.3 *Code revisions.* Based on park and trail design standards, prepare draft revisions to dedication ordinance for parks, open space and trails. Include comparables from other communities and methodology for allocation of impact.
- 9.4 *Create Concept Plans for Three Key Sites.* Winston Associates park design staff will work with Town Staff to develop programs and concept plans for three key Town-Owned parcels. This task will include one review with staff and one round of revisions.
- 9.5 *Funding.* Review and evaluate funding options. These include allocations of capital budgets, state and national grants, sponsorship opportunities, partnering with community organizations, cost recapture, tourism funding, etc.
- 9.6 *Review and update POST implementation priorities.* If specific or alternative locations are identified, they will be ranked ordered based on a trade-off's analysis and evaluation.
- 9.7 *Staff work session* to review draft Implementation Plan. Meeting with staff to review the prioritization of improvements and Implementation Plan.
- 9.8 *Create an Implementation Memo.* Revise Implementation Plan and written summary based on comments received, include written summary of implementation priorities, methodology for future prioritization, implementation timeline.

Products: *An Implementation memo*

Task 10.0 Final Draft and Final Master Plan

- 10.1 *Compile* products from previous phases.
- 10.2 *Update* mapping and graphics.
- 10.3 *Complete Draft Master Plan Report.* The Parks, Open Space and Trails Plan document will summarize. The report format will be 8½ x 11", and contain all supporting graphics, tables and maps.

The Draft Report will contain the following elements

- *The Draft Executive Summary* – an attractive, graphically oriented project summary highlighting the key aspects of the plan.
- *Current POST Inventory* -
- *Project Overview* - This section will include an overview of the planning process, mission statement, a series of maps identifying the corridor boundaries and location of existing parks, open space, and trails

facilities and needs identified.

- Implementation Plan – A preliminary summary of the implementation, recommendations actions and responsibilities.

- 10.4 *Town Staff Review.* Conference call with Staff to review comments. Revisions in response to Town Staff Comments.
- 10.5 *Submit Draft Report* 20 copies of the draft POST master plan, 1 unbound color copy of the plan and 1 Digital copy on CD-ROM containing both a Microsoft Word (docx) and a Adobe Acrobat (pdf).
- 10.6 *Meeting with the Planning Commission* while no meeting was requested for the planning commission, we advise a review session to advise and collect comments from the planning commission.
- 10.7 *POSC meeting to present Adoption Draft* to present the Final Draft of the Master Plan Report: Present Draft Report and summarize recommendations.
- 10.8 *Town Board Meeting* (public meeting) to present the Final Draft of the Master Plan Report: Present Draft Report and summarize.
- 10.9 *Revisions to report and graphics.* Refine draft report and plans per input.
- 10.10 *Submit Final Draft Report for Town Staff Review.* Conference call with Staff to review comments. Revisions in response to Town Staff Comments.
- 10.11 *Finalize Master Plan Report.* Complete the final report incorporating any final comments or suggested changes from Town Board or the public. Prepare the document for printing.
- 10.12 *Deliver Master Plan Products:* 20 color copies of the final POST master plan, 1 unbound color copy along with 1 digital copy on CD-ROM containing both a Microsoft Word (docx) and an Adobe Acrobat (pdf) camera-ready original of the final report.

Products: 1) 20 copies of the draft POST master plan, 1 unbound color copy of the plan and 1 Digital copy on CD-ROM containing both a Microsoft Word (docx) and a Adobe Acrobat (pdf)
2) 20 color copies of the final POST master plan, 1 unbound color copy along with 1 digital copy on CD-ROM containing both a Microsoft Word (docx) and a Adobe Acrobat (pdf) camera-ready original of the final report,
3) 50 copies of a 2-4 page two sided Executive Summary in brochure or newsletter format, 1 unbound copy
4) Provide GIS database in 9.2 format
5) Maps and illustrations via PDF in 8.5" x 11" and 11" x 17" format.

Optional Service-Online Public Opinion Survey

The public opinion survey will be the foundation for gathering community needs and desires for existing/future parks, recreation facilities, open space and trails as well as grounding policy decisions related to the creation and implementation of the Comprehensive Plan. It will help the community begin to understand trade-offs associated with prioritization and funding.

The Survey will be an open-link web survey that is advertised in local media and notified through utility billings. We suggest that the City include an insert in the utility billings a month in advance to inform city residents about the upcoming survey. The following month, include an insert directing residents to the survey website and giving them a passcode that would give them access to the survey and be used to track responses and maintain the validity of the random sample. Winston Associates would provide the insert slips, which Town staff would stuff in the monthly utility billing envelopes.

POSC and other stakeholders phone the community just prior to the utility bill notification to personally invite them to respond to the web survey and, if they don't have internet access, let them know where they can pick up a paper survey or access a computer.

In order to encourage additional response: Email the survey to stakeholders, sports associations, users, etc. Recipients would forward the email to group members and their network of contacts. This survey would be available on a separate website and would not be part of the statically valid (passcode) sample. These surveys it can be used to compare the needs of key user groups against the community as a whole.

The advertisements in the local media would give locations where paper copies of the survey would be made available for members of the community who do not have internet access. We've included \$400 in the spreadsheet to cover the cost of formatting and printing 100 paper surveys.

Products: Summary report of public opinion survey data and finding.

Town of Frederick
Parks, Open Space, and Trails Master Plan

TOTAL PROJECT BUDGET ESTIMATE
Town of Frederick POST Plan, March 5, 2010

	Subtotal Worksheet	ERC	Atta	Subtotal Task	Special Expense*	Task Total
0. On Going Tasks	\$2,388	\$0	\$0	\$2,388	\$0	\$2,388
0.1 Miscellaneous Project Progress Reports	\$789	\$0	\$0	\$789		\$789
0.2 Outreach, i.e. Website Material, Press Release, etc	\$789	\$0	\$0	\$789		\$789
0.3 Town Staff Review and Work Sessions	\$789	\$0	\$0	\$789		\$789
1.0 START-UP, DATA COLLECTION AND, STAKEHOLDER INTERVIEWS	\$8,309	\$0	\$1,586	\$7,906	\$0	\$7,906
1.1 Collect and Review Existing Data	\$1,169	\$0	\$0	\$1,169		\$1,169
1.2 Compile Existing GIS Data	\$789	\$0	\$0	\$789		\$789
1.3 Create Preliminary GIS Database and Land Use Model	\$789	\$0	\$0	\$789		\$789
1.4 Staff Kick-Off Meeting (Meeting 1)	\$753	\$0	\$1,409	\$2,162		\$2,162
1.5 Scoping Forums (Meeting 1)	\$1,583	\$0	\$0	\$1,583		\$1,583
1.6 Joint Meeting with POSC and Board of Trustees	\$568	\$0	\$0	\$568		\$568
1.7 Project Kick-Off Summary	\$748	\$0	\$97	\$846		\$846
2.0 PARKS, OPEN SPACE, AND TRAILS INVENTORY / POPULATION ANALYSIS	\$5,458	\$0	\$2,286	\$7,754	\$0	\$7,754
2.1 Inventory Existing POST Facilities	\$1,429	\$0	\$779	\$2,208		\$2,208
2.2 Update GIS Database	\$338	\$0	\$0	\$338		\$338
2.3 Create and Summarize Atlas	\$677	\$0	\$0	\$677		\$677
2.4 Review Existing Population Data	\$810	\$0	\$0	\$810		\$810
2.5 Analyze Population Distribution and Growth Trends	\$584	\$0	\$195	\$779		\$779
2.6 Calculate the Current Level of Service	\$697	\$0	\$584	\$1,281		\$1,281
2.7 Mtg with Town Staff for Review Trends and Analysis	\$451	\$0	\$0	\$451		\$451
2.8 POST Inventory Memo	\$472	\$0	\$738	\$1,210		\$1,210
3.0 PUBLIC MEETING #1 - VISIONING	\$6,184	\$0	\$2,772	\$8,956	\$0	\$8,956
3.1 Coordinate with Staff - Agenda, Objectives, Outreach	\$472	\$0	\$105	\$577		\$577
3.2 Develop Agenda and Materials	\$1,445	\$0	\$390	\$1,835		\$1,835
3.3 Meeting w/ Town Staff/POSC	\$568	\$0	\$1,020	\$1,588		\$1,588
3.4 Revise and Prepare Final Materials for Public Meeting	\$1,722	\$0	\$584	\$2,306		\$2,306
3.5 Public Meeting #1	\$1,413	\$0	\$380	\$1,803		\$1,803
3.6 Public Meeting Summary	\$564	\$0	\$195	\$759		\$759
4.0 INITIAL RECOMMENDATIONS AND LEVELS OF SERVICE (LOS)	\$4,422	\$0	\$2,235	\$6,657	\$0	\$6,657
4.1 Refine Levels of Service	\$1,035	\$0	\$0	\$1,035		\$1,035
4.2 Land Evaluation Criteria	\$1,035	\$0	\$0	\$1,035		\$1,035
4.3 Potential Sites for Parks, Open Space and Trails	\$1,035	\$0	\$1,497	\$2,532		\$2,532
4.4 Initial Recommendations Memo	\$656	\$0	\$0	\$656		\$656
4.5 Review w/ Staff and POSC	\$661	\$0	\$738	\$1,399		\$1,399
5.0 DESIGN STANDARDS	\$6,067	\$0	\$5,105	\$11,171	\$0	\$11,171
5.1 POST Classification System	\$789	\$0	\$1,599	\$2,388		\$2,388
5.2 Develop Future Levels-of-Service	\$810	\$0	\$554	\$1,363		\$1,363
5.3 Develop Preliminary Park Design Standard	\$841	\$0	\$195	\$1,035		\$1,035
5.4 Develop Preliminary Open Space and Trail Standards	\$830	\$0	\$1,830	\$2,660		\$2,660
5.5 Work session with Town Staff	\$677	\$0	\$0	\$677		\$677
5.6 Work session with Board of Trustees	\$1,290	\$0	\$0	\$1,290		\$1,290
5.7 Design Standards Memo	\$830	\$0	\$1,128	\$1,958		\$1,958
6.0 POST MAINTENANCE PROTOCOL AND CONSTRUCTION STANDARDS	\$4,483	\$0	\$2,880	\$7,322	\$0	\$7,322
6.1 Compile Potential Maintenance Protocols	\$1,035	\$0	\$1,035	\$2,071		\$2,071
6.2 Town Staff work session to Review Maintenance Practices	\$907	\$0	\$0	\$907		\$907
6.3 Review and update existing construction standards	\$738	\$0	\$700	\$1,438		\$1,438
6.4 Work session w/ Staff	\$1,311	\$0	\$0	\$1,311		\$1,311
6.5 Maintenance/Construction Memo	\$472	\$0	\$1,107	\$1,579		\$1,579
7.0 GOALS, POLICIES, OBJECTIVES, AND ACTIONS (GPO&A)	\$1,898	\$0	\$770	\$2,668	\$0	\$2,668
7.1 Draft Preliminary GPO&As	\$602	\$0	\$380	\$1,292		\$1,292
7.2 Review Revised Draft GPO&A with Staff	\$338	\$0	\$0	\$338		\$338
7.3 Create GPO&A Memo	\$656	\$0	\$380	\$1,036		\$1,036
8.0 PUBLIC MEETING #2 - PRESENT PRELIMINARY MP RECOMMENDATIONS	\$4,839	\$0	\$1,169	\$6,307	\$0	\$6,307
8.1 Coordinate with Staff - Agenda, Objectives, Outreach	\$523	\$0	\$584	\$1,107		\$1,107
8.2 Develop Public Meeting Materials	\$994	\$0	\$390	\$1,384		\$1,384
8.3 Staff/POSC Review	\$568	\$0	\$0	\$568		\$568
8.4 Revise and Prepare Final Materials for Public Meeting	\$1,092	\$0	\$195	\$1,286		\$1,286
8.5 Public Meeting #2	\$1,106	\$0	\$0	\$1,106		\$1,106
8.6 Summarize Public Meeting #2	\$656	\$0	\$0	\$656		\$656
9.0 IMPLEMENTATION PLAN	\$8,708	\$0	\$4,387	\$11,095	\$0	\$11,095
9.1 Develop Draft Implementation Plan	\$994	\$0	\$823	\$1,917		\$1,917
9.2 Refine the Costs for Improvements	\$543	\$0	\$718	\$1,261		\$1,261
9.3 Code Revisions	\$841	\$0	\$380	\$1,230		\$1,230
9.4 Create Concept Plans	\$2,173	\$0	\$0	\$2,173		\$2,173
9.5 Review and Evaluate Funding Options	\$677	\$0	\$738	\$1,415		\$1,415
9.6 Review and Update POST Implementation Priorities	\$338	\$0	\$1,076	\$1,415		\$1,415
9.7 Town Staff Review Draft Implementation Plan	\$671	\$0	\$0	\$671		\$671
9.8 Create POST Implementation Plan Memo	\$472	\$0	\$543	\$1,015		\$1,015
10.0 FINAL DRAFT AND FINAL MASTER PLAN	\$15,475	\$0	\$1,835	\$17,310	\$1,800	\$16,810
10.1 Compile Products from Previous Phases	\$2,122	\$0	\$0	\$2,122		\$2,122
10.2 Update Mapping and Graphics	\$1,579	\$0	\$195	\$1,773		\$1,773
10.3 Complete Draft Master Plan Report	\$3,178	\$0	\$738	\$3,916		\$3,916
10.4 Town Staff Review	\$1,491	\$0	\$0	\$1,491		\$1,491
10.5 Final Draft Master Plan Report	\$2,071	\$0	\$802	\$2,973	\$500	\$3,473
10.6 Presentation of Final Draft Master Plan Report to the Planning Commission	\$527	\$0	\$0	\$527		\$527
10.7 POSC Meeting to present Adoption Draft	\$435	\$0	\$0	\$435		\$435
10.8 Town Board of Trustees Meeting to Present Adoption Draft	\$435	\$0	\$0	\$435		\$435
10.9 Revisions to Report and Graphics	\$1,148	\$0	\$0	\$1,148		\$1,148
10.10 Submit Final Draft Report for Town Staff Review	\$338	\$0	\$0	\$338	\$1,000	\$1,338
10.11 Finalize Master Plan Report	\$2,060	\$0	\$0	\$2,060		\$2,060
10.12 Deliver Master Plan Products	\$92	\$0	\$0	\$92		\$92
TOTAL	\$84,378	\$0	\$24,833	\$89,312	\$1,800	\$90,812
OPTIONAL SERVICE: PUBLIC OPINION SURVEY	\$500	\$7,020	\$190	\$7,710	\$499	\$8,110
TOTAL w/ Survey	\$84,878	\$7,020	\$25,123	\$97,022	\$1,800	\$99,922

\$100,000
Town Expense Reserve

RATE SHEET

Winston Associates - Employee Classification:

Principal	150
Senior Planner	100
Planner	65
GIS/3D	55
Clerical	45

Alta Planning and Design - Employee Classification:

Principal	165
Senior Planner	95
Planner	85

RRC - Employee Classification:

Principal	180
Tech I	110-120
Tech II	90
Tech III	55-75
Support I	40-55
Support II	40
Non-Tech	25